



HINDUSTAN AERONAUTICS LIMITED
AIRCRAFT DIVISION, BANGALORE COMPLEX
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INDIA
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ANNEXURE-A

Tender Ref No.		A/AP4/1421-6743/1-25
Scope of Supply		CONFERENCE TABLE AND HIGH BACK CHAIRS
Tenderer / Bidder Details		
1	Name of the Tenderer / Bidder	M/s.
2	Nature of Organization (Govt. / Public Limited Co. / Pvt. Limited Co. / Partnership / Proprietary)	
3	Address of Registered Office	
4	Address in Bangalore	
5	Whether the bidder is OEM for the offered Equipment. If not OEM, then, please confirm the business understanding between the bidder and the OEM (like authorized dealer, channel partner, etc.). Copy of relevant dealership certificate must be submitted with their technical bid to prove the same.	
6	Contact Person & Designation with Mobile No.	
7	Telephone No.	
8	Fax No.	
9	E-mail id	
10	Please confirm whether the bidder is Unregistered / Registered / Composition Scheme in GSTN	
11	GSTIN No. (Copy to be Submitted)	
12	PAN No. (Copy to be uploaded)	
13	Whether the Bidder is MSE as per MSMED Act (If Yes, pl. attach the relevant document to prove the same in the Technical Bid) Whether the MSE is owned by SC/ST? (If Yes, pl. attach the relevant document to prove the same in the Technical Bid) Whether the MSE is owned by Woman Entrepreneur? (If Yes, pl. attach the relevant document to prove the same in the Technical Bid) Bidders who wants to avail privileges given to MSME vendors, should have UAN. Copy of the Udyog Aadhar certification shall be submitted to consider such privileges to MSMEs.	
14	Pl. indicate whether the bidder is blacklisted or delisted. (Bidders who are blacklisted or delisted from any PSU / Govt. Departments will not be eligible to participate for bidding)	
15	Whether the Bidder is a Registered Vendor with any of the HAL Divisions. If "Yes", please confirm the name of HAL Divisions where you have registered and provide the details such as Vendor Registration No. & Category and UPLOAD related documents to support your claim.	
16	Pl. confirm the address to which PO to be placed in the event of acceptance of your tender after bid evaluation.	
17	Are you a startup? An entity shall be considered as a Startup: i. Upto a period of ten years from the date of incorporation/ registration (Pvt Ltd, Partnership or LLP) ii. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees. iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. (An entity formed by splitting up or reconstruction of an existing business shall not be considered as a Startup)	
18	If Yes, copy of the DPIIT (Dept. for Promotion of Industry and Internal Trade) recognition to be provided in the Technical Bid, else the bidder will not get the Purchase Preference applicable for Startup firms.	
19	Bidder shall indicate their GeM (Government e Marketplace) Seller ID.	
20	Please upload your Bank details in NEFT/RTGS/ECS format duly authorized by concerned Branch Manager of the Bank.	
BANK DETAILS (Copy of cancelled cheque leaf to be Submitted)	Bank Account No.	
	Name of the Bank	
	Type of Account	
	Branch, Place	
	Bank Code No.	
	MICR No.	
	ECS No.	
	IFSC No.	

1. BID QUALIFICATION CRITERIA (BQC)				
Sl. No.	Instructions	Remarks	Bidder Compliance	
1.1	BID QUALIFYING CRITERIA (ESSENTIAL):			
1.1.1	DETAILS OF CONSTITUTION OR LEGAL STATUS OF THE TENDERER: The Bidder should be a Company/Firm/Proprietorship having valid GSTN Registration and PAN in India.	Essential-To Note, Confirm & upload the relevant documentary evidence.		
1.1.2	The vendor should have BIFMA Membership and one or more product of the OEM should have been certified as BIFMA compliant	Confirmed & submitted EMD / exemption certificate as per Tender Notification		
1.1.3	MAF : Vendor shall submit MAF (Manufacturer's Authorization Form) from OEM - Bid Specific	Essential-To Note, Confirm & upload the relevant documentary evidence.		
1.2	Bidders to Note the following:			
1.2.1	The bidder along with the bid shall furnish documentary evidence at the first instance itself to substantiate their claim meeting the requirement specified in the qualifying criteria. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.	Noted & Confirmed		
1.2.2	Even though bidder meets all the criteria mentioned above, HAL reserves the right to assess the Bidder's capability and capacity to perform the job, in the overall interest of HAL and HAL can reject the bid(s) at any time without assigning any reason and without incurring any liability to the affected bidders(s).	Noted & Confirmed		
2. TECHNICAL SPECIFICATION (SCOPE OF SUPPLY)				
Sl. No.	Instructions	Remarks	Complied Yes/ No	If 'No', please provide your justification on deviation. In case of space constraint then the same shall be provided as per the Deviation Statement format at Annexure-1 enclosed
2.1	Technical Specification for Conference Table (conference tableType -1, Qty 1 No	Essential		
2.1.1	Type -1 : 18 Seater Modern Design Conference Table	Essential		
2.1.2	Overall Size: 7600mm(L) X 1200mm(D) X 750mm(H)(Approx +/- 10mm) Oval shped at Both ends and rectangle in the centre.	Essential		
2.1.3	Material : Prelaminated Particle Board of 25mm thick	Essential		
2.1.4	Colour: Brown - Black Oak / Finish Laminated	Essential		
2.1.5	Supplying, and Placing in Position of the 18 Seater Conference Room Table	Essential		
2.1.6	All Exposed Edges Shall Be Finished With 2mm Thick Edge Binding Tape Of Matching Colour And Shade,Fixed With Hot Melt Glue	Essential		
2.1.7	Product Grade: Three Layer prelaminate particles Board (Wood Product) of Is 12823/Latest	Essential		
2.2	Technical Specification for Conference Table (conference tableType -2 , Qty 2 Nos	Essential		
2.2.1	Type -2 : 10 Seater Modern Design Conference Table	Essential		
2.2.2	Size : 2800mm(L)X 1100mm(D)X 750mm(H) (Approx +/- 10mm)	Essential		
2.2.3	Material : Prelaminated Particle Board of 50 mm thick	Essential		
2.2.4	Colour: Brown - Black Oak / Finish Laminated	Essential		
2.2.5	Supplying, and Placing in Position of the 10 Seater Conference Room Table	Essential		
2.2.6	All Exposed Edges Shall Be Finished With 2mm Thick Edge Binding Tape Of Matching Colour And Shade,Fixed With Hot Melt Glue	Essential		
2.2.7	Product Grade: Three Layer prelaminate particles Board (Wood Product) of Is 12823/Latest	Essential		
2.3	High Back chair- Qty 60 nos	Essential		
2.3.1	High Back 360 Degree Revolving chair	Essential		
2.3.2	Size: 615mm (L) x 670mm (D) x 1100mm (H) (Approx +/- 5mm) The chair made of full mesh in black colour in matte finish .	Essential		
2.3.3	Material & Subtype Mesh - Fabric	Essential		
2.3.4	Upholstery Material Fabric, Mesh	Essential		
2.3.5	Seat Material Fabric, Leg Material Nylon	Essential		
2.3.6	Finish Matte, Colour & Colour Family Black	Essential		

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2.3.7	Mechanism Synchro Single Locking	Essential		
2.3.8	Seating Height 560mm maximum(adjustable)	Essential		
2.3.9	Function Pneumatic Height Lift, Revolving, Tilt Tension Control	Essential		
3. SPECIAL CONDITIONS				
3.1	Stores newly manufactured shall be offered. Where newly manufactured stores are offered and on inspection, it is found that reconditioned stores or parts have been used, such stores will be rejected at the Supplier's risk and expense.	Essential		
3.2	Installation and Commissioning: To be carried out by the vendor at Aircraft Division, HAL, Bangalore.	Essential		
3.3	Warranty: a) Vendor has to provide warranty for minimum 1 year. b) During warranty period, if any of the items found damaged or defective, the same shall be replace free of cost by the supplier including any to and fro freight / insurance involved.	Essential		

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4. INSTRUCTION TO BIDDER / TENDERER				
4.1	Eligibility of the Tenderer:			
4.1.1	The tender is open to all prospective bidders, who meet the BQC.	Essential-To Note & Confirm		
4.1.2	Tenderer should not be under liquidation, court receivership or similar proceedings.	Essential-To Note & Confirm		
4.1.3	Tenderer should not be 'blacklisted/delisted' by any Central Government PSU / Government Department.	Essential-To Note & Confirm		
4.2	Cost of Tender/ Bidding: The Tenderer shall bear all costs associated with the preparation and submission of the Tender, and HAL, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the Tendering process.	To Note		
4.3	Contents of Tender Document: The Tenderer is expected to examine all the Technical Specifications, Annexures, Terms and Specifications of the Tender Documents. The Tender Document with all its attachments thereto, shall be considered to be read, understood and accepted by the Tenderer. The same shall be deemed to form an integral part of the Purchase Order. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at Tenderer's risk and may result in the rejection of the Tender.	To Note		
4.4	Compliance of Tender Document: Tenderer is to ensure compliance of all provisions of the Tender Document and submit their tender accordingly. Tenders not submitted in the prescribed format are liable to be rejected.	To Note		
4.5	HAL's Right to modify the Tender Document or extend the Tender due date:			
4.5.1	At any time prior to the deadline for submission of Tenders, the Company (HAL) may, for any reason, whether on its own requirement or in response to a clarification requested by prospective Tenderers, modify the Tender Documents by issuing addenda / corrigenda.	To Note		
4.5.2	Any addendum / corrigendum thus issued shall be part of the Tender Documents.	To Note		
4.5.3	The Company may, at its discretion, extend the due date of submission of Tenders in order to allow the Tenderers a reasonable time to furnish their most competitive Tender taking into account the addenda / corrigenda issued. Such Addenda / Corrigenda shall be hosted in HAL website / e-Portal only, in case of an open tender. Tenderer should regularly visit website to keep themselves updated.	To Note		
4.5.4	The Company may, in exceptional circumstances and at its discretion, on giving reasonable reason in Company website can extend the deadline for the submission of Tenders in which case all rights and obligations of the Company and Tenderers, previously subject to the original deadline will thereafter be subject to deadline as extended.	To Note		
4.6	HAL's right to accept or reject any or all Bids: HAL reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of the Contract without thereby incurring any liability to the affected Tenderer(s) or any obligations to inform the affected Tenderer(s) of the ground for Company's action.	To Note		
4.7	Instructions for filling the Price Bid:			
4.7.1	The Price Bid shall be uploaded strictly as per the format given in our e-Portal, failing which the offer will be treated as non-responsive and rejected.	To Note & Upload		
4.7.2	The Tenderer shall bear the responsibility of all payment to the statutory government agencies as applicable under the law. HAL will not entertain any claim whatsoever in this regard.	To Note		
4.7.3	The tenderers are required to take into account while quoting their rates, all the factors including any fluctuations in the Market Rates etc. No claim will be entertained on this account after acceptance of the tender except Taxes.	To Note		
4.7.4	Conditional discount, if offered, shall not be considered for evaluation.	To Note		
4.7.5	Charges quoted by the Tenderer shall be firm and fixed during the Tenderer's performance of the Contract. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.	To Note		
4.8	Bid Evaluation:			
4.8.1	Technical Bid Evaluation: All the valid technical bids submitted by the Bidders would be opened and examined for adherence / compliance to the requirements as specified in this Invitation for Tender (IFT). In case of ambiguity or non-clarity in statements given by the bidders, HAL may seek information / clarification from any or all the bidders. Only such offers that meet HAL requirements shall be short listed for further commercial evaluation. In case of any incomplete details with respect to technical and commercial terms in the offer are noticed, based on the merits of the case, HAL would take its own decision for evaluation of bid.	To Note		
4.8.2	Those bids qualifies in the Technical Bid will only be considered for Price Bid opening and further evaluation.	To Note		

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4.8.3	Price Bid Evaluation:			
i	The Price Bids will be evaluated on LINE Basis and HAL will consider the bid for award of PO which is lowest in the Bid Assessment Value and confirming to the HAL tender requirement.	To Note		
ii	The evaluation will be based on landed cost at the Division by including freight charges, insurance applicable GST to the base price quoted by the bidders.	To Note		
iii	In addition to price, the most advantageous bid will be ascertained on the basis of: a) Terms of Delivery b) Payment terms c) Compliance to Commercial Terms and Conditions.	To Note		
iv	If two or more bidders quote the same price, HAL reserves the right to seek revised offer from such bidders and placing order on revised L-1 offer. If same situation prevails, then HAL reserve the right to place order on any one of them.	To Note		
v	Conditional discounts will not be considered in evaluation of tender.	To Note		
vi	Loading factor of 5% shall be considered while preparing Price Comparative Statement for bidders who have not agreed for submission of Security Deposit.	To Note		
4.9	Safety Code to Workmen during Installation / Commissioning: Supplier is requested to ensure all safety precaution of your personnel while installation / commissioning of equipment to prevent any accident. In case of any accident, HAL shall not be responsible for loss caused to your personnel and property. Also the Supplier shall at his own expense cover up and protect from any cause for the protection of the workplace, people & materials belonging to HAL. Any damage caused must be made good by the Supplier at his own expense. Deputed personnel should be covered under ESI/ Insurance. For Indian Suppliers, if installation requires more than 03 days, necessary police verification would be essential for the concerned personnel. The same has to be obtained by the supplier, at their own expense.	To Note		
4.10	Quotation should be free from correction, over-writing, using correcting fluid etc.	To Note		
4.11	All drawings (photo/sketches) sent by HAL should be returned with quotations, if bidder is unable to quote HAL drawings/photos/sketches should also be returned immediately along with regret letter.	To Note		
4.12	HAL is not bound to accept the lowest or any quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and bidder must supply the same at the rate quoted.	To Note		
4.13	CONFIDENTIALITY: The Supplier shall hold confidential technical data and information supplied by the Purchaser or on behalf of the Purchaser and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the Purchaser. The Purchaser shall hold confidential technical data and information supplied by the Supplier or on behalf of the Supplier and shall not reproduce any such technical data or information or divulge the same to any third party without prior written consent of the Supplier except as far as may be necessary for either party to carry out its obligations under this Contract.	To Note & Confirm		
4.14	QUALITY & WORKMANSHIP: Generally the stores shall be of the best quality and workmanship. Supplier shall comply with the contract in all respects be to the satisfaction of HAL. Where tenders are called for in accordance with 'particulars', the Supplier's tenders to supply in accordance with such 'particulars' shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of the 'particulars' will in any circumstances be considered. The Supplier shall supply the stores in accordance with the 'particulars' unless any deviation is authorized as an exception expressly specified in the Purchase Order. The Stores/ Goods supplied shall conform to the standards, if mentioned in the Technical Specifications, or, where no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.	To Note & Confirm		
4.15	PACKING: The Supplier will be held responsible for the stores being sufficiently and properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure their being free from loss or injury on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the Supplier. Each package shall contain a Packing Note quoting Purchase Order number and date showing its contents in detail. Each shall be properly marked with Purchase Order No., Consignee's name & address, package-handling instructions etc. The package shall have adequate provision for handling during transit. The cushioning & packing materials used shall be made of bio-degradable materials only.	To Note & Confirm		
4.16	Repeat Purchase: HAL may place repeat order for the items, if required, within 12-months from the date of completion of last supply.	To Note		Not applicable to this tender

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5. TENDER TERMS & CONDITIONS				
5.1	GENERAL CONDITIONS:			
5.1.1	LATE TENDERS / DELAYED TENDERS: HAL will not be responsible for the loss or delay in receipt of tender documents/tenders in transit. HAL reserves the right to reject Late / Delayed / incomplete tenders.	Noted & Confirmed		
5.1.2	MODIFICATION AND WITHDRAWAL OF TENDERS: No Tender shall be modified after the deadline for submission of Tender. No Tender shall be allowed to be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender.	Noted & Confirmed		
5.1.3	TECHNICAL BID OPENING: The Technical Bid will be opened on the Opening Date & Time specified in the Tender Document.	Noted & Confirmed		
5.1.4	PRICE BID OPENING: HAL shall inform the time & date for "Price Bid Opening" to all such Bidders who qualify pursuant to Technical Bid evaluation.	Noted & Confirmed		
5.1.5	CONTACTING THE COMPANY: Subject to Clause 5.1.6 below, no Tenderer shall contact HAL on any matter relating to its Tender, from the time of Tender opening to the time the PO is awarded. Any effort by a Tenderer to influence the Company in any manner in respect of Tender evaluation or Tender comparison or award may result in the rejection of the Bidder's Tender.	Noted & Confirmed		
5.1.6	EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS: Company will examine the Tenders to determine whether they are complete, whether the documents have been properly signed/uploaded and whether the Tenders are generally in order. Once quoted, Tenderer shall not make any subsequent price changes, whether resulting or arising out of any technical and/or commercial clarifications sought regarding the Tender within the scope of service. Such price change shall render the Tender liable for rejection. All responses to request for clarifications shall be in writing. Unsolicited clarification to the Tender and/or change in price during its validity period would render the Tender liable for outright rejection.	Noted & Confirmed		
5.1.7	WRONG INFORMATION: If the Tenderer deliberately gives wrong information in his Tender to create circumstances for the acceptance of his Tender, HAL reserves the right to reject his Tender without any reference to the Tenderer and forfeit the EMD and take Administrative action against the Tenderer like non-issuance of Tenders etc., as deemed fit by the Accepting Officer.	Noted & Confirmed		
5.1.8	FALL CLAUSE: The price quoted should be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any persons/organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt. as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the Supplier reduces the sales price, sells or offers to sell such stores to any person / organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Hindustan Aeronautics Limited and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.	Noted & Confirmed		
5.1.9	EXIT CLAUSE: HAL shall have the right to terminate the contract, if: a. in the event of unsatisfactory performance by the Supplier during the contract period, or any of the information provided by the Supplier is found to be untrue, or Supplier is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with one month advance notice without any financial implications to HAL. Notwithstanding the foregoing, in cases where it is found that a Supplier is engaged in unethical practices, they shall be barred from participating in the future contracts for a period of two years. b). If there is a change in Buyer requirement, contract shall be terminated with one month advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the seller shall ensure the following; I. IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work. II. Transfer title and deliver all or any part thereof of the supplies, materials, work in progress, finished products, tooling, drawings and data produced or acquired by Seller specifically for the product being terminated. III. Supply of products and its components / spares at least for a period of 2 years from the date of such termination. c) The seller is declared bankrupt or becomes insolvent. d) The delivery of material is delayed due to causes of Force Majeure by more than three months. e) Based on the decision of the Arbitration Tribunal.	Noted & Confirmed		

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5.1.10	WAIVER OR TRANSFER OF THE CONTRACT: The Supplier shall not waive the Contract or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Contract without the prior written permission of the Company.	Noted & Confirmed		
5.1.11	MODIFICATION: Any modification of or addition to the Contract shall not be binding unless made in writing and agreed by both the parties.	Noted & Confirmed		
5.1.12	SUB CONTRACT: Sub Contracting without HAL prior written confirmation is not permitted for the tendered service.	Noted & Confirmed		
5.1.13	NOTICES: Any notice given by one party to the other pursuant to the contract shall be sent in writing by Courier or fax or e-mail with scanned copy of the notice duly signed by the authorized representatives of either party. A notice shall be effective when delivered or on the notice's effective date, whichever is later.	Noted & Confirmed		
5.1.14	PARALLEL CONTRACT: The Contract entered with the supplier resulting from this tender shall not debar HAL from entering into any Similar Contract or thereafter parallelly with any other suppliers.	Noted & Confirmed		
5.1.15	BRIBES & GIFTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the bidder or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the bidder may incur, subject the bidder to the cancellation of this and all other contracts with HAL and also to payment to HAL of any loss or damage resulting from any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as HAL may think fit and sufficient and HAL decision shall be final and conclusive.	Noted & Confirmed		
5.1.16	AGENT / AGENCY COMMISSION : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract /Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any IFT / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.	Noted & Confirmed		
5.1.17	IMMUNITY TO GOVT. OF INDIA: It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under this agreement.	Noted & Confirmed		
5.1.18	ARBITRATION: In the event of any dispute arising out of or in connection with the subject matter of this Agreement, including any question regarding the existence, validity or termination, the parties shall first Endeavour to resolve such dispute amicably within 30 (thirty) days after the date of the notification by one party of such dispute to the other party. Should the parties fail to resolve any dispute amicably within the said 30 (thirty) days, all disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the ICA and the award made in pursuance thereof shall be binding on the parties. The provisions of the Arbitration and conciliation Act 1996 or any statutory modifications thereof shall apply to such arbitration. The language of arbitration proceedings shall be English. The parties shall continue to perform their obligations under this Contract during the conciliation/arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitrators) shall be shared equally by the parties, unless the award specified otherwise. The seat of Arbitration shall be Bangalore. This article shall survive the termination or completion of this Contract.	Noted & Confirmed		

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5.1.19	GOVERNING LAW AND JURISDICTION: The Court at Bangalore only shall have jurisdiction to deal with and to decide any legal matter whatsoever arising out of this contract. This Contract and the Terms & Conditions shall be interpreted and governed in accordance with the Laws of Republic of India.	Noted & Confirmed		
5.1.20	INDEMNITY: The supplier shall at all times indemnify HAL against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark.	Noted & Confirmed		
5.1.21	INTEGRITY PACT:- a. The Bidder shall submit duly signed Integrity Pact in original, executed in a plain bond paper strictly as per the format at Annexure - 4 (without any deviation) enclosed with the tender document. Bidders not agreeing to submit Integrity Pact without deviations are liable for rejection and their bids will not be considered for evaluation. b. In case of two bid system, the bidder is required to submit the signed pre-contract IP as part of technical bid.	Noted & Submitted		
5.2	COMMERCIAL CONDITIONS:			
5.2.1	PRICE:			
5.2.1a	PRICE - FOR INDIAN BIDDERS:			
i	Price quoted should be on F.O.R HAL Bangalore basis , for delivery at our stores inclusive of all charges including transit insurance. The quoted price should include item/equipment cost, all standard and other accessories in order to meet the tendered specification.	Noted & Confirmed		
ii	Delivery conditions like Ex-Works/Ex-Godown/Transportation of material through transport carriers from your works up to the transport carrier's office at Bangalore and taking delivery of Goods by HAL from such transport carrier office are not acceptable to HAL.	Noted & Confirmed		
5.2.2	TAXES:			
i	FOR INDIAN BIDDERS: Applicability of the GST should be explicitly indicated by the bidder in his response in percentage. If the bidder is registered under Composition Scheme in GST, then the same shall be clearly confirmed here, else, applicable GST will considered for Price Bid evaluation in the absence of relevant input in the offer.	To Note & Confirm		
ii	RECOVERY OF INCOME TAX: Deduction of Tax at source will be as per provision of Income Tax Act 1961 prevalent at the time of payment release.	Noted & Confirmed		
5.2.3	DELIVERY LEAD TIME FOR SUPPLY OF ITEMS: Supply of the items should be effected within 6 - 8 weeks from the date of HAL confirmed P.O. However, the bidder must confirm their lowest Delivery Lead Time in their bid based on the following: i) Bidder shall confirm whether the item/equipment quoted/ offered is of the shelf or to be manufactured specific-to-type. If the items/equipment is manufactured specific-to-type, bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment. <i>(It may please be noted that in the event of an order, HAL reserve the right to claim towards liquidated damages on the undelivered part of the order. This clause will be strictly followed by HAL. Therefore your delivery schedule should be firm and definite.)</i>	Noted & Confirmed		
5.2.4	LEAD TIME FOR INSTALLATION & DEMONSTRATION : Bidder shall confirm the lowest lead time for installation & demonstraion from site clearance by HAL.	To Note & Confirm		

Sl. No.	Instructions	Remarks	Complied Yes/ No	If 'No', please provide your justification on deviation. In case of space constraint then the same shall be provided as per the Deviation Statement format at Annexure-1 enclosed
5.2.5	CONTRACT SECURITY DEPOSIT (SD):-			
5.2.5a	Successful Bidder / the Supplier will be required to submit the Security Deposit equivalent to 5% of the Contract Value excluding GST of the order within 15 days of issuance of Notification of Award by way of Demand Draft or Bank Guarantee in a prescribed format of HAL (Annexure-2) from a scheduled Bank in India (for Indian vendors) / Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of last supply and Installation & Commissioning at HAL. Security Deposit will bear no interest. In case the order / contract is not executed to the entire satisfaction of HAL the Security Deposit will be forfeited besides initiation of risk purchase action. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the Supplier settles all claims and complete such obligations. The SD amount shall not be altered during the execution of the contract due to deviation, either plus or minus or extension of duration of contract.	Noted & Confirmed		Not applicable for this tender
5.2.5b	If the Supplier is a PSU (Public Sector Undertakings), then they can submit Indemnity Bond of the equivalent SD amount.	Noted & Confirmed		Not applicable for this tender
5.2.5c	The SD will be returned to the Supplier, without any interest on submission of the Performance Bank Guarantee (PBG).	Noted & Confirmed		Not applicable for this tender
5.2.6	PERFORMANCE BANK GUARANTEE (PBG): The supplier shall furnish a Performance Bank Guarantee as per HAL's format (Annexure-3) for 10% of the Contract Value excluding GST and the same shall be valid till end of the guarantee / warranty period plus 03 months from a scheduled bank in India (For Indian Supplier) / from a bank of international repute (For Foreign Supplier). The BG should be sent directly to HAL by the concerned issuing Bank. In case Supplier does not agree for Performance Bank Guarantee / retention of equivalent amount from their invoice / bill, the offer would be summarily rejected. Note: Kindly note that PBG in HAL format shall be submitted only after satisfactory installation and commissioning of the item at HAL.	Noted & Confirmed		Not applicable for this tender
5.2.7	LIQUIDATED DAMAGE (LD): Time is the essence of the contract. In case of delay in the supply from the mutually agreed schedule, HAL shall be entitled at their option: a) To recover from the contractor as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the invoice value (excl. of GST) of the delayed supplies for each week of delay or part thereof, subject to a maximum of 10% of invoice value (excl. of GST). b) If the bidder does not agree to the LD clause of the IFT, the difference in LD % from the bid to the LD% in the IFT, will be loaded to the price quoted. The LD factor loading shall be as per the following formula: Amount to be loaded on basic price= (10-L)*Q/100 L = Max LD% agreed by bidder Q = Quoted basic price.	Noted & Confirmed		
5.2.8	DELIVERIES, CONSEQUENCES OF BREACH: The date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract, and delivery must be completed on or by the dates mentioned in the Purchase Order or the tender. Should the Supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, HAL shall be entitled at their option: a) To recover from the Supplier as per liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores (excl. GST) which the Supplier has failed to deliver as aforesaid, for each week or part thereof during which the delivery or such stores may be in arrears subject to a maximum of 10% of the price (excl. GST) of the stores in default. OR b) To purchase elsewhere, without notice to the Supplier on the account and at the risk of the Supplier, the stores not delivered or others of a similar description (where other exactly complying with the particulars are not available), HAL's decision in this respect will be final. OR c) To terminate the contract In the event of action being taken under para-a & b above, the Supplier shall be liable for any loss which HAL may sustain on the account but the Supplier shall not be entitled to any gain on repurchases made against default.	Noted & Confirmed		
5.2.9	EXTENSION OF TIME: If an extension is desired by the supplier, supplier shall apply for extension of time to HAL at least 15 days prior to the date of delivery without prejudice to the rights of HAL, mentioned in Clause for Deliveries Consequences of Breach, then HAL may grant extension of time for any cause which HAL may deem proper and the decision of HAL in this respect to be final and binding and cannot be questioned in any manner whatsoever.	Noted & Confirmed		

Sl. No.	Instructions	Remarks	Complied Yes/ No	If 'No', please provide your justification on deviation. In case of space constraint then the same shall be provided as per the Deviation Statement format at Annexure-1 enclosed
5.2.10	INSPECTION, CONSEQUENCES OF REJECTION:			
i	The goods on receipt in HAL will be subject to inspection and tests, if necessary and HAL inspector's decision as regards acceptance/rejection of goods shall be final and binding on the parties. (In case of Plant & Machinery, goods shall be finally inspected & accepted only after successful commissioning) If any stores are rejected, HAL shall be at liberty to: a. Now the Supplier to re-submit stores in replacement of those rejected within a time specified by HAL, the Supplier bearing the cost of freight in such replacement without being entitled to any extra payment, OR b. Buy the quantity of stores rejected or other of a similar nature elsewhere at the risk and cost of the Supplier without effecting the Supplier's liability as regards the supply of any further consignments due under the contract, OR c. Terminate the contract and recover from the Supplier the loss HAL may thereby incur. The Supplier shall not be entitled to any gain on the repurchase, OR d. Any stores rejected by HAL's Inspector must be removed by the Supplier within 14 days from the date of receipt of intimation of rejection and at his own cost, failing which the Supplier shall be liable to pay storage charges at 1% for each day of delay on the invoice value of the stores. If the stores are not removed within a month from the date of intimation of rejection, the stores will be liable, to be sold by HAL at the Supplier's risk and responsibility and the proceeds adjusted towards storage charges.	Noted & Confirmed		
ii	In case any payment is made against delivery and it is found that the supplied item is rejected during inspection/commissioning, Supplier will be required to choose any one of the following options to collect the rejected item for replacement: Refund the amount paid and collect the item for replacement. Submit a Bank Guarantee for the amount already paid and collect the item for replacement. Bring the replacement item to HAL and collect the rejected item.	Noted & Confirmed		
5.2.11	PLANT AND MACHINERY SUPPLIES: In case of contracts for Plant and Machinery, requiring inspection and test after erection at site if the completed plant or any portion thereof before it is taken over is defective or fail to fulfill the requirements of the contract, HAL shall give the Supplier notice setting from details of such defects or failures and the Supplier shall forthwith make the defective plant good to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, HAL may reject and replace at the cost of the Supplier the whole or any portion of the plant, as per the requirements of the contract. replacement shall be carried out by HAL, within a reasonable time, at reasonable price and where reasonably possible, to the same particulars under competitive conditions.	Noted & Confirmed		
5.2.12	APPROPRIATION: Whenever under this contract any sum of money is recoverable from any payable by the Supplier, HAL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the Supplier in this or any other contract entered by HAL as a whole its Divisions and Branch Offices etc., held by him alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to HAL on demand the remaining balance due.	Noted & Confirmed		
5.2.13	PAYMENTS: 100% of the order value will be released within 30 days from the date of supply, installation and acceptance of the item at HAL, Aircraft Division, Bangalore and on receipt of Performance Bank Guarantee valid for the warranty period plus three months (<i>if PBG is called in the Tender</i>) valid warranty certificate. All the payments shall be released through RTGS / CORE / NEFT. Applicable for MSEs & Startups only: 15% (of the basic price of item for supply only and not of labour service) interest free Advance will be payable against BG of equivalent amount and balance 85% will be paid within 30 days of receipt and acceptance at our stores. In case advance is not sought, 100% payment will be made within 30 days of receipt and acceptance at our stores.	To Note & Confirm		
5.2.14	MICRO & SMALL ENTERPRISE (MSE):			
i	The MSEs those are registered with District Industries Centers (DICs)/ Khadi and Village Industries Commission(KVIC)/ Khadi and Village Industries Board(KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) are eligible for availing benefits under Public Procurement Policy for MSEs Order 2012. To avail the benefits, such MSE Bidders must declare UAM (Udyog Aadhar Memorandum) Number and submit the copy of UAM certificate along with their bid. The MSE Bidders who fail to submit UAM Number shall not be able to avail the benefits available to them under Public Procurement Policy for MSEs Order 2012.	To Note, Confirm & upload the relevant documentary evidence.		
ii	If the offer is from a MSE, the bidders have to also indicate whether the MSE is owned by a SCHEDULED CASTE (SC) or SCHEDULED TRIBE (ST) along with a notarized copy of cast certificate issued in favour of the owner by the state authority.	To Note, Confirm & upload the relevant documentary evidence.		

Sl. No.	Instructions	Remarks	Complied Yes/ No	If 'No', please provide your justification on deviation. In case of space constraint then the same shall be provided as per the Deviation Statement format at Annexure-1 enclosed
iii.	<p>Gorvenment of India (GoI) has declared on 1st June 2020 and published the guidelines and procedures for new classification and registration of MSMEs in the Gazette. Accordingly, if you are coming under the new classification of MSMEs, then, please visit the Udyam Registration Portal and register yourself to get the Purchase Preference for MSEs. The new classification of MSME is as follows:</p> <p>a. Micro Investment does not exceed Rs. 1Cr & Turnover does not exceed Rs. 5Cr. b. Small Investment does not exceed Rs. 10Cr & Turnover does not exceed Rs. 50Cr. c. Medium Investment does not exceed Rs. 50Cr & Turnover does not exceed Rs. 250Cr.</p> <p>It may please be noted that the existing MSMEs status registered prior to 30th June 2020 shall continue to be valid only for a period up to 31st Mar. 2021. Hence, please do the needful to get yourself registered in the Udyam Registration Portal at the earliest and forward the details such as copy of the Udyam Registration Certificate and the Udyam Registration Number to update the same in our ERP system.</p>	To Note		
5.2.15	<p>Gorvenment of India (GoI) has declared on 1st June 2020 and published the guidelines and procedures for new classification and registration of MSMEs in the Gazette. Accordingly, if you are coming under the new classification of MSMEs, then, please visit the Udyam Registration Portal and register yourself to get the Purchase Preference for MSEs. The new classification of MSME is as follows:</p> <p>a. Micro Investment does not exceed Rs. 1Cr & Turnover does not exceed Rs. 5Cr. b. Small Investment does not exceed Rs. 10Cr & Turnover does not exceed Rs. 50Cr. c. Medium Investment does not exceed Rs. 50Cr & Turnover does not exceed Rs. 250Cr.</p>	To Note		
5.2.16	<p>HAL QUALITY POLICY: HAL, Aircraft Division is committed to Manufacture, Assembly and Supply of Aerospace Products and Services that consistently meet the applicable requirements of the Customer and other Interested Parties. The Division is committed to establishing, Implementing and Maintaining an effective Quality Management System and continually improving the Quality of Products, Processes and Services provided to ensure and enhance Customer Satisfaction.</p>	Noted		
5.2.17	<p>ENVIRONMENT COMPLIANCE: Aircraft Division is certified for ISO 14001: 2015 on Environmental Management Systems. Copy of the Environmental Policy is enclosed. Vendor shall take all necessary steps to protect the environment, to avoid damage or nuisance to natural environment or others resulting from pollution, or other consequences arising from his activity/product/ services. Vendor shall comply with all applicable environmental laws and government regulations from time to time which may affect (directly or indirectly) or be applicable to the product/service/vendor's performance during the life cycle phase of the product /service concerning environmental Protection.</p>	Noted		
5.2.18	<p>COUNTER TERMS: When counter terms and conditions of business have been offered by a bidder, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL. No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by HAL, if put forward in subsequent correspondence, after acceptance of the orders etc.</p>	To Note & Confirm		
5.2.19	<p>Any order, resulting from the Tender, shall be governed by the Contents of the Tender Documents of HAL and any party quoting against this Tender shall be deemed to have read and understood these contents and to have quoted subject to these Tender Document contents.</p>	Noted & Confirmed		
5.3	PERIOD OF VALIDITY OF TENDER:			
5.3.1	<p>The Tender shall remain valid for acceptance for Six (06) months from the 'Tender due date' or 'Extended Tender Due Date'. Company shall reject a Tender valid for a shorter period being non-responsive. Tenderer shall not be entitled during the said period of 6 months, to revoke or cancel its Tender or to vary the Tender given or any term thereof.</p>	To Note & Confirm		
5.3.2	<p>In exceptional circumstances, prior to expiry of the original Tender validity period, the Company may request that the Tenderer extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post / e-mail).</p>	To Note & Confirm		
5.3.3	<p>The successful tenderer should keep their quoted rate valid for the entire contract period as stated in the Tender Document.</p>	To Note & Confirm		
5.4	DECLARATION BY THE TENDERER			
5.4.1	<p>I / We do hereby agree & accept all the terms and conditions laid down in the said Tender Document and will abide by the same on acceptance and award of the said Service.</p>	Agreed		
5.4.2	<p>I / We declare and confirm that all the information and attachments submitted alongwith this offer are TRUE and CORRECT.</p>	Confirmed		
5.4.3	<p>I / We are aware that any false information provided herein will result in the rejection of my / our offer.</p>	Noted / Confirmed		
5.4.4	<p>I / We shall not make any refund claims of expenditure incurred in submitting this offer</p>	Noted / Confirmed		
DEFINITIONS & INTERPRETATIONS				
HAL / COMPANY : Means Aircraft Division - HAL, who is interested to appoint a Supplier for the tendered service.				
BIDDER / TENDERER : The firm / Agency who submits the bid / tender against this Invitation for Tender (IFT)				
SUCCESSFUL BIDDER or TENDERER / Supplier / Vendor: The Bidder/Tenderer, whose bid/tender is accepted by HAL for award of Contract.				